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1968 - 1971

MASTER AGREEMENT

between

THE BOARD OF EDUCATION

and

THE ARMADA EDUCATION ASSOCIATION

Armada Area Schools 23550 Center Road Armada, Michigan 48005

LABOR AND INDUSTRIAL

RELATIONS LIBRARY

Michigan State University

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AGREEMENT

This Agreement entered into this June 10, 1968, by and between the Board of Education of the Armada Area School District of Armada, Michigan, hereinafter called the "Board", and the Armada Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Armada Area School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS both parties recognize that the Board by state law is vested with policy making responsibilities, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to confirm,

In consideration of the following mutual convenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

- A. The Board recognizes the Armada Education Association as the exclusive bargaining representative for all regularly employed full time employees (teaching 90 days or more) who are certified by the Michigan Department of Education, including classroom teachers, guidance counselors, librarians, psychologists, diagnosticians, social workers, speech and hearing therapists, homebound teachers, clinicians, and teacher consultants, but excluding the Superintendent, Principals, and all other employees.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.

ARTICLE II - BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the board;
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature;
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activites, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE III - ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES

- A. Teachers shall have the right to participate in professional organizations and to negotiate or bargain collectively with their public employer through representatives of their own choice and shall not be discriminated against as a result of such activities. The teacher shall not be discriminated against as a result of instituting a grievance, complaint, or proceeding under this Agreement or because he has given testimony or instituted proceedings under the law.
- B. The Association shall have permission to use school building facilities at all reasonable hours for meetings not conflicting with the school calendar.
- C. In response to reasonable written requests the Board agrees to furnish the Association committee concerned all available information concerning the financial resources of the district, together with information which may be necessary for the above mentioned committee to process any grievance or complaint.
- D. Teachers are entitled to full rights of citizenship.

 No religious or political activities will be grounds for discrimination. The private or personal life of any teacher, within the limits of professional behavior as outlined in the Code of Ethics of the Education Profession is not within the appropriate concern or attention of the Board. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex or maritial status or membership in any employee organization.

- E. Rights teachers may have under the Michigan General School Laws or applicable civil service laws and regulations shall be limited only by the specific and expressed terms of this agreement, and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Michigan and the United States.
- F. The terms and conditions of an individual contract will be subject to and will incorporate the terms and conditions negotiated in the Master Agreement.
- G. This Agreement shall supercede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- H. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the local Association, the Michigan Education Association, and the National Education Association. Such authorized sums shall be deducted from the regular salaries of teachers in ten equal deductions (one per school month) in accordance with the "Payroll Deduction for Continuing Membership" plan conducted by the M.E.A.

When suthorized by the individual teacher, a designated sum may be deducted and remitted to the Macomb County Schools Employee Credit Union, health insurance company designated by A.E.A. and The Board approved tax sheltered appuity program.

- I. The Teacher in fulfilling their obligations shall deal justly and considerately with each student, and shall encourage the student to study varying points of view and respect his right to form his own judgement.
- J. The suthority and effectiveness of classroom control shall be primarily the teacher's responsibility. It is resognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise the principal in writing. Reasonable efforts shall be made to provide such special attention as is required.

- K. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbe-havior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident. Continued exclusion from class must be with the approval of the principal.
- L. It is the responsibility of the Association and individual teachers to honor Board policies and administration regulations not in conflict with this agreement. The Board anticipates revision of the Board Policy Book. Before adoption of a revised Board Policy Book, the Board and Association will meet for the purpose of discussing such policies of mutual concern.
- M. It is the responsibility of the Association and individual teacher, as well as the Board of Education, to provide the highest quality educational program possible for every boy and girl in the school district. On the teacher's part this includes but is not limited to:

1. Careful daily preparation of lessons, lectures, demonstrations, etc.

2. Voluntary participation in building and districtwide curriculum study. A K-12 curriculum study to
insure a continuous and even flow of educational
material and academic learning throughout all
grades of the school system will be scheduled to
begin within the first six weeks of the school year

3. Reasonable participation in public-oriented activities of the school such as:

a. Open House b. PTA meetings

c. Public performances of children in plays, concerts. athletic activities, etc.

4. Promptness in meeting classes, keeping appointments with parents, students and other school employees, and furnishing essential reports and information required by administrators.

5. Consideration of home conditions which hamper learning and make scheduling of parent-teacher conferences during usual school hours impossible.

6. Reserving Tucsdays for staff meetings which are called by the administration. All teachers shall attend the meeting unless specifically excused by the administrator.

ARTICLE IV - PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this agreement are set forth in Schedule A which is attached to and incorporated in this agreement.
- B. All teachers employed shall be given full credit on the Salary Schedule set forth in Schedule A for full years of outside teaching experience.
- C. If the need arises for the teacher to appear before the State Labor Mediation Board, the teacher shall be released from regular duties without loss of salary.
- D. A teacher shall be released from regular duties without loss of salary an average of one day each semester for the purpose of participating in Region 6 meetings of the Michigan Education Association.
- E. Full time teachers substituting during their preparation period shall be paid \$5.00 per full period class assignment.
- F. Class advisors will be assigned by the administration on a rotation basis. Any deviation from this shall be by mutual consent of the administration and teachers involved-
 - A teacher with seniority on the staff shall be given first consideration for any opening involving supplemental pay, provided the teacher is qualified for such opening.
- G. Teachers involved in extra duty assignments shall be compensated in accordance with Schedule B which is attached to and incorporated in this agreement.
- H. Teachers required in the course of their work to drive personal automobiles on school business which has been approved by the Board or its agent shall be paid a car allowance of ten (10) cents per mile. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.
- I. Secondary teachers who are requested to accept permanent or continuing additional classroom assignment in lieu of a preparation period shall receive a portion of their regular salary pro-rated for the duration of the assignment equal to the ration the preparation period bears to the total number of class periods per day.

page 7 Teachers are paid on the basis of 187 duty days. Deductions for days lost or for a partial year's service shall be determined on the basis of 1/187th of the annual salary. The hourly rate will be determined by dividing the daily rate by 71/2 hours. The Board agrees to pay the full annual premium for K. family coverage in the Michigan Blue Cross-Blue Shield Hospital-Medical Insurance Paln for Comprehensive Hospital Care and the Master Medical Plan. At the Option of the teacher, the Board agrees to pay an amount not to exceed the above cost toward the MEA Hospital-Medical Plan. ARTICLE V - TEACHING HOURS The teacher's normal working day shall not exceed 71/2 hours including a thirty minute duty free lunch period. Assigned time shall not exceed six (6) hours.

Teachers shall arrive in the morning in time to meet their first class and may leave in the afternoon following their last class except on those days in which a meeting or conference has been scheduled.

ARTICLE VI - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. Teachers employed by the Board for a regular teaching assignment should have a bachelor's degree from an accredited college or university, and a provisional or permanent certificate. Exceptions shall be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the association shall be so notified.
- B. Teachers shall not be assigned outside the scope of their teaching certificates in their major or minor field of study except temporarily and for good cause.
- C. Teachers affected by a change in grade or subject assignment will be notified as soon as practicable and reassigned. If two or more teachers request reassignment to the same position, the selection will be made by the Superintendent based upon professional background and attainments of all applicants and the length of time each has been employed within the school system.
- D. It is the sole responsibility of the teacher to meet and maintain certification requirements as prescribed by State law.

ARTICLE VII - TEACHING CONDITIONS

- A. The Board and the Association recognize that appropriate texts, library reference facilities, music supplies and equipment, maps and globes, lab equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching professim. The parties will confer from time to time for the purpose of improving discipline procedures, and the selection and use of educational tools. The Board undertakes to promptly implement all joint decisions thereon made by its respresentative and the Association. The Board agrees at all times to keep the school reasonably equipped and maintained.
- B. The Board shall make available as soon as practical in each school adequate lunchroom and lavatory facilities exclusively for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.
- C. Telephone facilities shall be made available to teachers for their reasonable use. All toll calls for personal business shall not be charged to the school but are to be listed on the form available and paid for by the teacher.
- D. A vending machine for beverages may be installed in the teachers' lounge if requested by the Association, the proceeds to be used for a teachers' fund. Such vending machines shall be maintained by the teachers, with no maintainence from the custodians, and at no expense to the school.
- E. Adequate parking facilities shall be made available to school personnel.
- F. Each member of the Association shall receive a tuberculin test or chest X-ray as evidence of freedom from
 tuberculosis. If the tuberculin skin test is positive,
 a chest X-ray is required. The test shall be taken
 annually and must be conducted within nine (9) months
 of employment. A statement signed by a physician shall
 be filed in the employees personnel file within fourteen
 (14) days after the first day of regular school sessions
 of each school year.

ARTICLE VIII - LEAVE PAY

- The Board shall grant a maximum of one day per month sick leave each school year. The total accumulation credit shall not exceed one hundred (100) days without loss of
- One-half pay, at the teacher's present daily rate, shall B. be paid at the time of retirement for the unused portion of sick days.
- At the end of the first year of employment the Board will refund to employees all sick leave pay deducted for which they would have been eligible, according to policy.
- At the beginning of the school year, the Board will furnish a statement of accumulated sick leave.
- The Board shall have the right for medical verification E. of absence.
- Workman's Compensation shall be provided as specified by F. law. In addition the Board will pay to the teacher the difference between the amount paid to him by the Workman's Compensation insurance and his regular salary, and will charge the employees sick leave accumulation proportionately for a period equivalent (to the nearest half day) to the supplementary payment.

ARTICLE IX - LEAVES OF ABSENCE

- Any teacher whose personal illness extends beyond the period compensated for above shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position. if available, or a substantially equivalent position.
- Leaves of absence with pay chargeable against the teachers sick leave accumulation may be granted for the following reasons:
 - 1: A maximum of five days per school year for an emergency or critical illness in the immediate family. Immediate family is interpreted to mean father, mother, father-in-law, mother-in-law, brother, sister, husband, wife, or child.

2. Attendance at a ceremony awarding a degree to the staff member for such portion of the day as is necessary.

3. One day for attendance at the school graduation

of a son, daughter, husband, or wife.

Time necessary not to exceed two (2) days, for the conduct of personal affairs which cannot be handled outside of school hours, the same to be requested and approved by the Superintendent.

- C. Leaves of absence with pay not chargeable against the teacher's sick leave accumulation may be granted for the following ressons:
 - 1. Time necessary, not to exceed three days per school year, for a death in the immediate family. (Immediate family is defined in B-l above.)

 Notification of such absence shall be given to the building principal or the superintendent.
 - 2. Court appearance as a witness in any case connected with the teacher's employment with the school whenever the teacher is subpoensed to attend such proceeding.
 - 3. Visitation at other schools, attending educational conferences or conventions when approved by the Principal and Superintendent.
 - 4. Time necessary to take the Selective Service physical examination.
- D. Leaves of absence without pay may be granted upon application for the following purposes:
 - 1. Study related to the teacher's license field.
 - 2. Study to meet eligibility requirements for a license other than that held by the teacher.
 - 3. Study, research, or special teaching assignment involving probable advantage to the school system.
- E. A maternity leave shall be granted without pay, commencing not later than the end of the fifth month of pregnancy, except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. The teacher shall be entitled to return from such leave at any time within one year, subject to written medical approval and a vacancy in her teaching area exists.
- F. Military leaves of absence may be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States. Teachers on military leave may be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active servive in the school system.

ARTICLE X - TEACHER EVALUATION

- A. The work performance of all teachers shall be evaluated in writing.
- B. All observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. A copy of the written evaluation shall be submitted to the teacher within ten (10) school days. No less than one evaluation shall be made per semester for probationary teachers and one per year for tenure teachers.
- C. Each teacher shall have the right upon request to review the contents of his own personnel file with the exception of confidential materials.
- D. A teacher shall be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined.
- E. Any Board representative shall be entitled to have present another representative of the Board when he is reprimending, warning, or disciplining a teacher.
- F. No teacher shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause.

ARTICLE XI - PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers in maintaining control and discipline.
- B. Any case of assault upon a teacher, or if any teacher is complained against or sued as a result of disciplinary action taken against a student, it shall be promptly reported to the Board, who will advise the teacher of his rights and obligations.
- C. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher's leave, but such time shall not exceed five (5) days. Additional leave may be granted upon approval of the Board.
- D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property but shall not be individually liable, except in cases of gross negligence, for any damage or loss to person or property.

E. A teacher may take such reasonable steps as necessary to protect himself from attack or to prevent injury to another student.

ARTICLE XII - GRIEVANCE PROCEDURE

- A. A grievance is a matter involving the violation of a specific Article or Section of this Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedures outlined in this article:
 - 1. Failure to re-employ or the termination of the services of any probationary teacher.
 - 2. The placing of a non-tenure teacher on a third year of probation.
 - 3. Any complaint for which there is another remedial procedure of forum established by law or regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act (Act 4 of Public Acts, Extra Session of 1937 of Michigan as amended).
- C. If the teacher or Association does not process the alleged grievance with the Building Principal at level one within ten (10) school days following the date on which the act or condition of the alleged grievance occurred, then the grievance will be considered waived.

D. PROCEDURE

Level One: Any teacher or the Association shall discuss the grievance with the Building Principal in an informal manner. The Principal shall have five (5) school days in which to resolve the problem.

Level Two: Within five (5) school days of receipt of the decision of the Principal, the Aggrieved teacher or the Association may appeal to the Superintendent. The appeal shall be in writing, shall specify the Article and Section of the Agreement allegedly violated, and shall contain the reasons for the appeal. Within ten (10) school days after receipt of the appeal, the Superintendent shall render his decision with reasons in writing.

Level Three: Within five (5) school days of receipt of the written decision of the Superintendent, the aggrieved teacher or the Association may appeal the decision of the Superintendent to the Board of Education. The appeal shall be in writing, shall contain the same wording as the grievance filed with the Superintendent, and shall contain the reasons for the appeal.

Level Four: If the grievance is not satisfactorily resolved at level three, the aggrieved teacher or Association may, within five (5) school days of receipt of the decision of the Board, submit the grievance to mediation or factfinding as established by statue through the State Labor Mediation services. The findings or recommendations of the State Labor Mediation services shall not be binding on either party but may serve as useful and meaningful guidelines to a peaceful settlement of any issues. All parties shall be so notified.

Nothing contained herein shall be deemed to abrogate or limit the rights guaranteed by existing statutes.

- E. The Association reserves the right to determine the validity of a grievance and to process only those grievances which are in direct violation of the Master Agreement.
- F. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost.

ARTICLE XIII - NEGOTIATION PROCEDURES

- A. It is recognized that matters from time to time arise of concern to the parties. Either party may request a conference to be held within three weeks, to negotiate such matters. The agenda shall be limited to the problems indicated on the request. Any contract alterations or addenda which is mutually agreed upon shall become effective upon ratification by both parties.
- B. The salary portion of this contact shall be negotiated each year starting not later than April 1. (Schedule A and B)

At least sixty (60) days prior to the expiration of this Agreement the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7 a.m. to report unavailability for work. Once a teacher has reported unavailability prior to 7 a.m., it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- C. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Educational programs and/or projects outside the normal day school program do not fall under this Agreement unless specifically included.

ARTICLE XV - DURATION OF A GREEMENT

A. This agreement shall be effective as of the first day of July, 1968, and shall continue in effect until the thirtieth day of June, 1971. This Agreement shall not be extended orally, but may be extended by mutual written consent.

IN WITNESS WHEREOF, the parties hereunto set their hands and soals this day of ________,1968.

ARMADA	EDUCATION ASSOCIATION	ARMADA BOARD OF EDUCATION
BY		BY
	President	President
		death - through a beautiful action of the control o
	Secretary	Secretary

EXTRA DUTY

SCHEDULE B

Football	0.4	Band	8%
Hoad Assistant	8% 6%	Plays each	\$200
JV Freshman	6% 5% 4%	Senior Class Advisors each	\$150
Basketball Head	8%	Junior Class Advisors each	\$100
Assistant Freshman	6% 4% 4%	Debate	\$150
J.H. 8th 7th	4% 4%	Yearbook	\$200
		Chorus	4%
Bascball Head	5% 4%	Girls	
Assistant	4%	Basketball and Cheerleading	6%
Track	5%	G.A.A.	\$200
Tennis	4%	Driver Education &C non	houn
Golf	4%	Driver Education \$5 per	nour.
Athletic Director	81%		

Percentages are based on the BA scale in Schedule A, I. Increments are based on the number of years of experience in that activity.

Armada Area Schools Armada, Michigan

Addendums one, two, and three to the 1968-71 Master Agreement between the Board of Education and the Armada Education Assoc. covering

- 1. 1969-70 Calendar
- 2. Salary Schedule A
- 3. \$3,000 Term Group Life Insurance

shall become effective with the start of school for 1969-70.

56	In Witness Whereof, et their hands and seals , 1969.	
Armada	Education Association	Board of Education
	President	President
	Secretary	Secretary

August -September 1969								
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Addendum 1

ARMADA AREA SCHOOLS 1969-70 December

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Attendance 181
Teacher Duty 187

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SCHEDULE A 1969-70

Step	В.А.	B.A. + 15 4%	M.A. 8%	M.A. + 15 12%	Ed. S. 16%
0	\$7,250	\$7,540	\$7,830	\$8,120	\$8,410
. 1	7,613	7,917	8,222	8,526	8,831
2	7,976	8,294	8,614	8,932	9,252
3	8,339	8,671	9,006	9,338	9,673
4	8,702	9,048	9,398	9,744	17,794
5	9,065	9,425	9,790	10,150	17,515
6	9,428	9,802	10,182	10,556	10,936
7	9,791	10,179	10,574	10,962	11,357
8	10,154	10,556	10,966	11,368	11,778
9	10,517	10,933	11,358	11,774	12,199
10	10,875	11,310	11,745	12,180	12,615

Non-Degree Teachers teaching on full year certification or a 90 day permit shall receive \$7,000 for full time employment per year.

Salary Schedule is based on semester hours.

Addendum 3

ARTICLE IV add section

L. The Board will provide \$3,000 of Term Group Life Insurance for all employees in the bargaining unit payable to their designated beneficiary.